

Muscatine Co. Teamsters #238 (Sheriff Deputies)

7/1/2006 6/30/2007

MUSCATINE CO./TEAMSTERS #238 (SHERIFF 06-07
DEPUTIES)

AGREEMENT

regarding

MUSCATINE COUNTY SHERIFF'S OFFICE
DEPUTY SHERIFFS

between

MUSCATINE COUNTY

and

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238,
affiliated with
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

July 1, 2006 to June 30, 2007

MUSCATINE COUNTY SHERIFF'S OFFICE
DEPUTY SHERIFFS
INDEX

Article 1	Recognition	Page	3
Article 2	Employer Rights	Page	3
Article 3	Non-Discrimination in Employment	Page	4
Article 4	No Strike - No Lockout	Page	4
Article 5	Separability and Savings	Page	4
Article 6	Dues Checkoff and Indemnification	Page	5
Article 7	Grievance Procedures and Arbitration	Page	5
Article 8	Seniority and Probation	Page	7
Article 9	Leave of Absence	Page	8
Article 10	Job Classification Openings	Page	10
Article 11	Layoff	Page	10
Article 12	Job Descriptions and Assignments	Page	11
Article 13	Vacations	Page	11
Article 14	Hours of Work and Overtime	Page	12
Article 15	Holidays	Page	14
Article 16	Rules	Page	14
Article 17	Visitation	Page	15
Article 18	Payday	Page	15
Article 19	Bulletin Boards	Page	15
Article 20	Mileage	Page	15
Article 21	Hourly Rates	Page	16
Article 22:	Contract Negotiations	Page	16
Article 23	Insurance	Page	17
Article 24	Longevity Pay	Page	17
Article 25	Training	Page	17
Article 26	Uniform Allowance	Page	18
Article 27	Health and Safety	Page	19
Article 28	Period of Agreement	Page	19
	Signatures	Page	19

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between MUSCATINE COUNTY SHERIFF'S OFFICE, Muscatine, Iowa, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognized the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the Muscatine County Sheriff's Office, Deputy Sheriff's Unit.

Included All regular full-time and regular part-time Deputies employed by Muscatine County Sheriff's Department.

Excluded Sheriff, Confidential employees, all Elected employees and others excluded by the act.

Reference is made to Certification Case No. 6046, dated September 8, 1999.

ARTICLE 2 EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty, and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce work rules; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or subcontracted, provided it is not to defeat the purpose of this Agreement; to change or eliminate existing methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; exercise all other power and duties granted to the Public Employer by law.

The list of Employer Rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this agreement, all of the

rights, power, authority, and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Union affairs and/or activities.

Wherever this Agreement refers to the male gender, it shall also mean the female gender.

ARTICLE 4 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked on thirty (30) days written notice to the Employer, the Employer agrees to deduct the regular monthly dues of such employee from his/her pay and remit such deduction to the official designated by the Union. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

Checkoff for Credit Union

The Employer agrees to deduct from member's paycheck authorized deductions for the Alliance Credit Union. Same will be remitted to the Credit Union as provided above.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7 GRIEVANCE PROCEDURES AND ARBITRATION

A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

- Step 1. An employee shall discuss a complaint or problem orally with his/her immediate supervisor within three (3) working days following its occurrence in an effort to resolve the problem in an informal manner.
- Step 2. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff's Office within three (3) working days following the oral discussion. Within ten (10) working days after the grievance is presented in writing, the Sheriff's Office will answer the grievance in writing.
- Step 3. If the grievance is not settled in Step 2 of the grievance procedure, within five (5) working days after receiving the written response from the Sheriff's Office, the Union or the aggrieved employee shall request a meeting between the aggrieved employee, the Union Stewart and/or Business Agent, the Sheriff's Office and the Chair of the Board of Supervisors and/or his/her designee. Within five (5) days following the meeting, the Sheriff's Office will answer the grievance in writing.
- Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and

is made within three (3) working days after the date of the Sheriff's Office answer given in Step 3.

An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s), if adjustment is not inconsistent with the terms of this Agreement.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date of which the occurrence giving rise to the grievance was first presented in written form, as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not timely answered by the Employer, it shall automatically be resolved in favor of the grievant.

After either party hereto has notified the other of its referral of a case to arbitration, that party, within ten (10) working days after such notice, shall request in writing the Public Employment Relations Board to furnish a list of names of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible, otherwise, by the parties alternately eliminating names from the list. The union is to strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

In the event an employee takes action through the Civil Service Commission or other governmental agency regarding an allegation of a violation of an employee right or benefit under this contract, then any right to the grievance procedure under this contract shall be waived and no grievance shall be taken. In a grievance pursued under the provisions of this contract, the arbitrator shall not have the power, authority or jurisdiction to accept or decide any issue within the sole jurisdiction of the Civil Service Commission.

ARTICLE 8
SENIORITY and PROBATION

A. Seniority

As used in this contract, 'seniority' means an employee's length of continuous employment with the Employer, measured from the employee's date of hire in any job classification covered herein. Seniority under this contract may differ from Civil Service Commission and County-employment seniority calculations.

The employer shall post a complete seniority list on July 1 of each year to reflect employees' status. This list shall be sent to the Union. Any protest regarding the accuracy of the list or employee status must be raised within thirty (30) days of its posting.

Date of hire means the first day the employee reports for duty. In the event that two or more employees have the same date of hire, the last four digits of each employee's Social Security number will determine seniority, with the lowest number being first on the seniority list.

As long as an individual is employed by the Employer out of the bargaining unit, his/her seniority continues to accumulate for up to six (6) months.

An employee on unpaid leave does not accumulate seniority.

A part-time employee who gains full-time employment covered by this contract shall retain 50% of the seniority accumulated during part-time employment. A part-time employee is any person who is employed by the employer on a continuing basis who is scheduled to work less than 40 hours per week.

An employee shall lose his/her seniority and the employment relationship shall be broken or terminated as follows:

1. An employee quits.
2. An accepted employee resignation.
3. An employee absent from work for three (3) days without notification to the Employer.
4. Employee is terminated for cause.
5. Falsification on employment application.
6. Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
7. Failure to report for work at the end of leave of absence.

8. An employee is absent from work for any reason except for an on-the-job injury for over twelve (12) months or for a period of time equal to his/her seniority, whichever is shorter.
9. Employee is laid off and fails to report to work within seven (7) calendar days after having been recalled.

B. Probation

All new employees shall serve a probationary period of nine (9) months. Said probationary period may be extended upon mutual agreement between the Employer and employee. A copy of said agreement shall be sent to the Union. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from the date of employment. Probationary employees may be terminated, demoted, laid off for any reasons during their probationary period without recourse to the grievance procedure.

Part-time employees who are hired to full-time status before completing their part-time probationary period shall receive 1/2 day of credit toward their full-time probationary period for every day of part-time probation already served. A part-time employee who has successfully completed probation and is hired to full-time status will not be required to serve an additional probationary period.

ARTICLE 9 LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence after completing their probationary period.

Sick Leave

A full-time employee will earn sick leave on a bi-weekly, pay period basis at a rate equivalent to ninety-six (96) hours per fiscal year (3.694 hours per pay period) and can accumulate up to a maximum of seven hundred twenty (720) hours. A part-time employee will earn sick leave on a bi-weekly, pay period basis at a rate equivalent to forty-eight (48) hours per fiscal year (1.847 hours per pay period) and can accumulate up to a maximum of three hundred sixty (360) hours.

When absences due to sickness are necessitated, the employee shall notify the Employer at least 1 hour prior to the beginning of his/her scheduled reporting time. Failure to do so will result in the employee being considered absent without leave, and subject to disciplinary action.

After three (3) consecutive days, a medical doctor's written verification of illness or injury may be required by the employer for substantiation of an illness or injury.

The County will pay back, to all regular full-time employees covered by this Agreement, the same percentage as granted other County employees for all accumulated sick leave

above seven hundred twenty (720) hours per year in a separate paycheck during the month of December each year.

Upon separation, retirement, or death, employees with at least four (4) years seniority will be paid at one-half (1/2) their normal rate for all accumulated sick leave, except when discharged for proper cause.

The parties agree to comply with the Family and Medical Leave Act of 1993 and the Americans with Disabilities Act.

Sick leave may be used for personal illness or injury, which renders an employee unable to perform the duties of their position or for care and necessary attention of ill or injured family members as defined in the Funeral Leave section of this Agreement.

Funeral Leave

In case of the death of a sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law, an employee may be allowed time off with pay, not to exceed three (3) days. In case of the death of a mother, father, spouse or child, an employee may be allowed time off with pay, not to exceed five (5) days. Additional time off, without pay, may be approved by the department head.

Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa (1997).

The Employer recognized an employee's reemployment rights in accordance with the Universal Military Training and Service Act.

Jury Duty/Legal Leave

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except mileage. When released from duty during working hours, the employee will report to work within one hour.

Leaves Without Pay

A leave without pay for up to six (6) months may be granted by the Employer for illness and other legitimate reasons as determined by Employer.

The Employer may, at its discretion, authorize a paid and/or unpaid leave of absence for an employee to attend a school for the purpose of training in subjects related to the work of an employee and which will benefit the employee and Employer.

ARTICLE 10 JOB CLASSIFICATION OPENINGS

- A. All openings of employment with the Employer that are covered by this Agreement shall be posted on a bulletin board in a conspicuous place at least five (5) work days prior to seeking applications from those not covered by this

Agreement. The Employer will determine the successful bidder based upon qualifications, ability, past job performance and recent job evaluations. When those factors are equal between multiple bidders, seniority shall govern, subject to the grievance procedure.

The successful bidder shall be placed into the position for a trial period of not less than 10 and not more than 45 days worked. Within the trial period, the employee must demonstrate that the employee meets the Employer's expectations or the employee will be removed and returned to the employee's former position.

If an employee is on a leave of absence anticipated to extend in excess of forty-five (45) days, that employee's shift will be put up for bid, following the same rules that apply to semi-annual shift bids. Upon return from extended leave, all employees will return to their original shifts.

- B. Employees will be allowed to bid shifts and days off twice per year in January and July by seniority; however, the employer may assign employees to particular shifts and days off if the bidding process results in an uneven distribution of employees by experience. Unless delayed by such shift composition considerations, the bidding process shall be completed by the end of the second full week in January and in July, and employees shall start their new shifts and days off at the beginning of the next pay period.

Detectives and Drug Task Force Investigators are not part of the shift bidding process and are assumed to work day shift with weekends off.

ARTICLE 11 LAYOFF

When layoffs are necessary, those employees with the least seniority in the job classification affected will be laid off first, provided those employees retained are the most qualified to carry on the work or operation. The employee removed can then replace the least senior employee with less qualifications and ability in any job classification, provided they are qualified to perform the work. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights, except they shall be considered when the Employer hires outside employees.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. It is the employee's responsibility to keep the Employer informed of their current address and phone number. An employee must report to work within five (5) days after receipt of the notice of recall or within seven (7) days after the notice of recall is mailed, whichever is less, or unless otherwise mutually agreed. Failure to report within said period shall result in the employee losing his/her seniority and his/her employment relationship shall be terminated.

ARTICLE 12 JOB DESCRIPTIONS AND ASSIGNMENTS

The Public Employer will prepare and maintain, as needed, job descriptions for those job classifications covered by this Agreement.

It is fully understood by the parties that every incidental duty connected with the Employer's operations and as enumerated in job descriptions is not always specifically described, and employees, at the discretion of the Employer, may be required to perform duties not within their job description.

ARTICLE 13 VACATIONS

Paid vacation is based on an employee's years of service with the County. Regular full-time employees accrue vacation as follows:

Length of Continuous Service	Bi-weekly Accrual Rate
Start of employment through end of 4 th year	3.078 hours
Start of 5 th year through end of 9 th year	4.616 hours
Start of 10 th year through end of 14 th year	5.540 hours
Start of 15 th year through end of 19 th year	6.154 hours
Start of 20 th year and thereafter	7.694 hours

Regular part-time employees earn paid vacation at one-half the rates listed above.

Vacation time is accumulated on a bi-weekly, pay period basis beginning on an employee's first day of employment. Increases in annual accrual rates become effective on the first day of the first pay period following an employee's anniversary date. If an employee is in non-pay status for more than one-half of their scheduled hours during a pay period, they do not accrue vacation time for that pay period.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day of paid vacation.

Vacation time will normally be taken in weekly increments, unless approved in smaller segments; the smallest segment allowable shall be one-half (1/2) day. The Employer shall notify the employee of the approval or disapproval of a vacation request by putting a copy of the slip in the employee's box within five (5) days after receiving the request.

The department head shall approve or deny all vacation requests. Vacation time may require rescheduling to ensure the efficient operation of the department as determined by the department head.

Unused vacation time can be carried over from one year to the next up to a maximum carry-over of an employee's current accrual rate plus forty (40) hours. Unused vacation in excess of these limitations will be forfeited unless unusual circumstances require the employee's presence at work. All such exceptions should be documented by the department head and filed with the Administration Office. Under no circumstances will an employee be allowed to carryover hours in excess of the above limitation for more than ninety (90) days.

Upon separation from the County, an employee will be paid for all unused vacation time if the employee has provided written notice at least two weeks in advance of their last day on the job. Payout for accrued hours shall be in accordance with the rules outlined in the Separation section of the County's Employee Manual.

ARTICLE 14 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer; however, once determined by the bid process in Article 10, shift assignments shall remain in effect until the next bid process is completed. The work week starts at 5:46 a.m. on Saturday and ends at 5:45 a.m. the following Saturday.

The normal work hours shall be from 5:45 a.m. to 1:45 p.m., 1:45 p.m. to 9:45 p.m., and 9:45 p.m. to 5:45 a.m. Saturday through Saturday. By mutual agreement between the employer and employees, the normal work hours may be changed.

Except in emergencies, the Employer shall give the employee at least two (2) work days notice of any changes in the work schedule.

Overtime

Overtime shall be paid for at the rate of time and one-half (1-1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in any workweek. Paid leaves shall not be counted as working time for the purpose of determining overtime.

Reasonable efforts as set forth herein will be made to offer overtime on the basis of seniority. Overtime shall not be used to punish or reward employees.

Where the need for additional deputies is an emergency (e.g., an urgent or important criminal investigation, natural or man-made disaster, civil unrest, etc.) deputies may be solicited or assigned for the work without regard for seniority.

Where the need for additional deputies is not an emergency, but is unanticipated and/or on short notice (e.g., weather, illness), the work will first be offered to working employees, on the basis of seniority. If no one desires the overtime, it will be offered to employees working the shift following the overtime: Absent volunteers, the working employee with the least seniority shall be required to work up to four (4) hours overtime. If an employee is so required, the employee with the least seniority for the overtime-following shift will be required to relieve the first employee.

Where the need for additional deputies is not an emergency and is anticipated (e.g., vacation, long-term medical or other leaves of absence), the work will be offered on the basis of seniority using a sign up sheet posted on the bulletin board.

Compensatory Time

An employee may, in lieu of overtime pay and at the sole discretion of the Employer, receive compensatory time. Compensatory time will be earned at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. The employee must receive approval from the Sheriff or his designee for the scheduling of compensatory time.

Call-In Pay

An employee called in to work outside the scheduled workday shall receive two (2) hours of pay at their straight time hourly rate or their applicable rate of all hours worked, whichever is greater.

Court Time

An employee required to appear for court during off duty hours shall be paid for actual time spent, with a minimum of two (2) hours pay as set out in the wage article. The two (2) hours of pay is guaranteed if an employee is required to appear for Court during off duty hours, unless the employee is notified of the cancellation of the Court appearance at least two (2) hours before the time of the scheduled appearance. If an employee is scheduled to appear in Court less than two (2) hours before their regular starting time, they shall be paid court time pay from the scheduled time of appearance to their regular start time. The employee shall turn over to the Employer witness fees collected by the employee when received. Court time shall be counted in determining whether an employee is entitled to overtime.

Court time must be authorized or approved by the Department Head and is only payable when the employee is required to testify in a criminal or civil matter for the Employer, or in a criminal matter for another law enforcement agency when directed to do so by the Employer.

Phone Hearings

An employee will be paid for actual time spent on phone hearings.

On-Call Pay

If an employee is paged in on a mandatory call while on a normal day off or taking vacation or comp time off, the employee will be paid at the overtime rate for the hours worked.

ARTICLE 15 HOLIDAYS

Regular full-time employees are eligible for eleven (11) paid holidays during the course of a calendar year. The Board of Supervisors will annually select holidays, notifying employees of its selection on or about the first of January. The Board typically designates nine (9) or ten (10) holidays for a calendar year; the remaining days are designated as personal days and must be used prior to the end of the calendar year or are forfeited. Unused personal days are forfeited upon termination.

Regular full-time employees who begin employment before March 31st will be credited the full number of personal days designated by the Board for that calendar year. Regular full-time employees who begin employment between April 1st and June 30th

will be credited three-fourths (3/4) the full number of personal days designated for that calendar year. Regular full-time employees who begin employment between July 1st and September 30th will be credited one-half (1/2) the full number of personal days designated for that calendar year. Regular full-time employees who begin employment between October 1st and December 31st will be credited one-fourth (1/4) the full number of personal days designated for that calendar year. Regular part-time employees will be credited at one half (1/2) the rate of full-time employees.

Employees shall work their regular schedule, including holidays, unless vacation or compensatory time is requested and approved by the department head. An employee required to work on a designated paid holiday shall be paid at their regular rate of pay. If a designated paid holiday fall on an employee's regularly scheduled day off, eight (8) hours will be added to their accrued vacation.

In addition to their first regular paycheck received in December each year, regular full-time employees shall receive an additional paycheck for the designated paid holidays for the current calendar year, with only taxes and IPERS withheld.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday unless the absence is approved by the Sheriff or his designee.

ARTICLE 16 RULES

The Employer may, from time to time, develop, put into effect, and enforce work rules through employee discipline. Said work rules will be posted and a copy sent to the Union five (5) days prior to their effective date, unless the nature of the work rule demands its immediate implementation. Said work rules shall not be in conflict with this Agreement.

An employee shall have access to their personnel file, and shall receive copies of any disciplinary warning letters.

Written documentation of verbal warnings shall not be used for purposes of discipline after one year.

ARTICLE 17 VISITATION

The Business Representative of the Union, who has been previously identified by the Union to the Sheriff's Office, will be permitted to visit for reasonable lengths of time the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operations. The Union representative is to notify the Sheriff's Office prior to his/her visitation.

ARTICLE 18 PAYDAY

Payday for all employees shall be every other Friday. Not over one (1) week's pay shall be held back. Those employees that get off work Thursday night (11:00 p.m.) and/or Friday morning (7:00 a.m.) shall receive their paychecks when they leave work, and the same shall apply when payday falls on a holiday and paychecks are distributed the day before.

All employee paychecks shall be put in a sealed envelope with the employee's name on the front.

At the employee's option, the Employer will direct deposit the employee's paycheck into an account at the financial institution of the employee's choosing.

ARTICLE 19 BULLETIN BOARDS

The Public Employer shall provide a portion of a bulletin board in mutually satisfactory places for official Union notices which shall apply to only County employees and for the purpose of posting of jobs. All bulletin board notices must be approved by the Sheriff's Office and signed by the Union representative of Local No. 238.

ARTICLE 20 MILEAGE

After the authorization of the Sheriff's Office, an employee that is required to furnish his or her personal vehicle will be paid the same rate paid to other County employees or thirty-five cents (\$.35) per mile, whichever is greater for all mileage incurred by the employee. Mileage shall be turned in monthly and normally paid quarterly.

ARTICLE 21 HOURLY RATES

During the term of this contract, employees shall be paid as follows:

Step 1: From hiring to first hiring anniversary: 80% of the base salary;
Step 2: From first hiring anniversary to second: 85% of the base salary;
Step 3: From second hiring anniversary to third: 90% of the base salary;
Step 4: From third hiring anniversary to fourth: 95% of the base salary.
The employee shall receive 100% of the base salary starting at the fourth hiring anniversary.

Notwithstanding the foregoing, the employer may start a new employee at a step higher than the standard starting rate. A new employee shall not be started at a higher step than that which an employee with equal years of service would receive.

Starting rate credit for previous years of experience does not constitute seniority for the purposes of this contract.

	07/01/06	01/01/07
Base Rate	\$21.34	\$21.77
95%	\$20.27	\$20.68
90%	\$19.21	\$19.59
85%	\$18.14	\$18.50
80%	\$17.07	\$17.42

Shift Differential

Employees shall receive a shift differential of fifteen cents (\$0.15) per hour on their base rate for all hours worked on second shift (1:45 p.m. to 9:45 p.m.). Employees shall receive a shift differential of twenty cents (\$0.20) per hour on their base rate for all hours worked on third shift (9:45 p.m. to 5:45 a.m.).

Corporal Pay

Employees holding the rank of Corporal shall be paid corporal pay of thirty cents (\$0.30) on their base rate of pay for all hours worked.

Canine Handling Pay

Effective 07/01/06, employees assigned canine handling duties shall receive an additional sixty-four cents (\$0.64) on their base rate of pay for all hours worked. Effective 01/01/07, employees assigned canine handling duties shall receive an additional sixty-five cents (\$0.65) on their base rate of pay for all hours worked.

ARTICLE 22 CONTRACT NEGOTIATIONS

Employees involved in union negotiations will be paid for time spent in negotiations during their regularly scheduled hours.

ARTICLE 23 INSURANCE

The Employer agrees to pay the single premium for each eligible regular full-time employee for a Health/Medical Group Program, Dental Program and Vision Program of the Employer's choice. The Employer shall pay the same dollar amount towards dependent coverage and annuity as paid to other county employees. The Employer agrees to include a representative from the Muscatine County Sheriff's Office Deputies Unit in any review process of Muscatine County's health insurance options.

The Employer agrees to pay the premium for a Long Term Disability plan of the Employer's choice, with the following coverage: sixty percent (60%) of the employee's monthly earnings, up to \$6,000. There shall be a ninety (90) day waiting period, with allowance for a Work Incentive Benefit for up to twelve (12) months, and maximum benefit period of two (2) years (with extension up to the employee's Social Security Normal Retirement Age in some circumstances).

The Employer will provide the bargaining unit employees the same Life Insurance as provided other County employees.

ARTICLE 24 LONGEVITY PAY

Effective on their anniversary date of hire employees shall receive longevity pay of twenty cents (\$0.20) per hour on their base rate for all hours worked. Employees receiving longevity pay at the start of this contract shall continue to receive their current longevity pay plus the additional longevity increases as outlined in this article.

ARTICLE 25 TRAINING

The Employer will offer continuing training in an effort to improve qualifications, skills and abilities of employees. The Employer shall also offer and pay for all certification training required.

If an employee is required by the Employer to attend a school, the Employer will pay all reasonable and necessary expenses.

ARTICLE 26 UNIFORM ALLOWANCE

The Employer will furnish all new deputies with:

- 3 new or serviceable pairs of pants
- 3 new or serviceable long sleeved shirts with necessary patches
- 3 new or serviceable short sleeved shirts with necessary patches
- New and appropriate black footwear (up to \$75); footwear shall be the employee's preference
- 1 new or serviceable pant belt
- 1 new or serviceable nameplate, badge, collar brass and accessories required by the Employer
- Snow suit
- 1 new or serviceable Winter coat
- 1 new or serviceable Spring coat
- 1 new or serviceable Rain coat
- Head wear, to include, but not limited to: 1 new or serviceable felt hat, 1 new or serviceable straw hat and 1 new or serviceable winter hat
- New or serviceable leather gear to include, but not limited to: gun belt, holster, hand cuffs, and case, radio pouch, OC pouch, ASP pouch and ASP ammunition pouch, flashlight holder, key clip

The Employer shall post and maintain a current list of required uniform clothing and equipment. The Employer shall furnish to all employees any change in clothing or equipment required by the employer. Any deviations from the employer list of required

uniform clothing and/or equipment must receive prior approval from the Employer; if approved, the cost of said deviations shall be paid from the uniform allowance.

Each regular full-time employee who has completed their probationary period is allowed an annual uniform/cleaning allowance not to exceed \$500 per fiscal year; a maximum of \$450 may be used for the purchase of uniforms and/or equipment. Employees shall receive reimbursement for cleaning expenses by submitting documentation of paid expenses for work related clothing to the employer.

If an employee's clothing or personal items are damaged in the line of duty, the County will replace such clothing or personal items (i.e. watches, glasses, uniforms etc.) and the cost of such replacement shall be absorbed by the County.

All items purchased with the uniform allowance shall be the property of the employer, and shall be returned to the employer upon termination of employment. Plain clothes and footwear purchased with the uniform allowance need not be returned.

ARTICLE 27 HEALTH AND SAFETY

Section 1: The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2: The Union and the employees will extend their cooperation to the Employer in abiding by Employer policies, rules and regulations as to health and safety and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3: The Employer shall provide and pay for a Hepatitis "B" vaccination for all current employees that have not been vaccinated, and for all new employees. The Employer shall also provide and pay for T.B. testing on a yearly basis for all employees.

Section 4: Flu shots will be made available to all employees.

Section 5: When requested by the employee, the Employer shall provide a properly fitting bulletproof vest that is under warranty. When requested by the employee, the vest will be replaced when it is no longer under warranty. The Employer retains the right to determine when the vests shall be worn while the deputy is on duty.

ARTICLE 28
PERIOD OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2006, to June 30, 2007, and shall continue in full force and effect from year to year thereafter unless either party gives written notice to change or modify the Agreement.

Signed this 3rd day of April, 2006.

MUSCATINE COUNTY
SHERIFF'S OFFICE
DEPUTY SHERIFFS

By: John Oberhaus

Title: Chair, Muscatine County Board of Supervisors

By: R. Greg On

Title: Muscatine County Sheriff

CHAUFFEURS, TEAMSTERS AND
HELPERS, LOCAL UNION NO. 238,
affiliated with INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By: Dary Durham 3/28/06

Title: Secretary/Treasurer

By: Kimbera Wilson 3/28/06

Title: Business Representative